

ATTACHMENT A
Statement of Facts: Richard Butler III

The United States and the Defendant stipulate and agree that if this case proceeded to trial, the United States would prove the facts set forth below beyond a reasonable doubt. They further stipulate and agree that these are not all of the facts that the United States would prove if this case proceeded to trial.

On or about March 4, 2016, at approximately 3:25 a.m., the Prince George's County (Maryland) Fire Department ("PGFD") responded to the Overland Garden Apartments located at 3215 75th Avenue, Apartment 102, Landover, Maryland 20785 ("Apartment 102"), for an automated general fire alarm. PGFD personnel arrived on scene and subsequently located the remnants of a fire in the master bedroom within Apartment 102. Prior to the arrival of PGFD, the fire sprinkler system extinguished the fire. Upon further investigation, PGFD discovered that the master bedroom window had been broken. PGFD requested that fire investigators from the Prince George's County Bureau of Fire Investigations examine Apartment 102.

Fire investigators arrived on scene and conducted an investigation inside and around Apartment 102. Investigators located a concrete brick inside the master bedroom on the floor between the bed and window. The brick was collected as evidence. Investigators located, in close proximity to the brick, an improvised incendiary device, which constitutes a destructive device, as that term is defined in 26 U.S.C. § 5845(f)(1))—specifically, a clear plastic water bottle, which contained an unknown liquid, and a brown paper towel material protruding from the mouth of the bottle. Investigators located a similar plastic bottle melted to the top of the burned bed. On the exterior of the apartment, in close proximity to the broken master bedroom window, investigators located a blue plastic Sunoco brand one quart motor oil container. Investigators collected the three plastic bottles as evidence. The three bottles were submitted to the ATF Forensic Science Laboratory for examination. That examination revealed the presence of gasoline.

At the time of the incident, two adults and three minors were inside Apartment 102. The lessee ("Individual A") was not present at the time of this incident because Individual A was at the Prince George's County (Maryland) Police Department in connection with a complaint of sexual abuse case involving Individual A's boyfriend (the Defendant, **RICHARD BUTLER III** ("BUTLER")) and Individual A's minor daughter. During an interview on March 4, 2016, Individual A told investigators that Individual A last observed **BUTLER** on March 3, 2016, at approximately 11:28 p.m., wearing a black North Face coat, blue jeans, and red, white, and blue sneakers.

On March 4, 2016, investigators reviewed surveillance video recordings from the Sunoco Gas Station located at 7620 Landover Road, Landover, Maryland 20785 ("Sunoco Gas Station"), which was located approximately 0.6 miles from Apartment 102. The Sunoco Gas Station obtains motor oil and gasoline for resale from suppliers located outside the State of Maryland and, therefore, affects interstate commerce. The surveillance video recordings revealed that at approximately 2:27 a.m. on March 4, 2016, an individual matching the clothing description provided by Individual A (*i.e.*, black North Face coat, blue jeans, and red, white, and blue

sneakers), walked onto the Sunoco parking lot. The surveillance video recordings showed the following sequence of events: (i) the individual entered the Sunoco convenience store and placed money on the cashier's counter; (ii) the individual exited the Sunoco convenience store and pumped gasoline into three containers—two of which appeared to be clear plastic water bottles; (iii) after the individual filled the two clear plastic water bottles, he retrieved a blue container from a trash can, located next to the gas pump, and filled it with gasoline; (iv) the individual placed the containers on the ground, re-entered the Sunoco convenience store, and entered a restroom; (v) the individual exited the restroom and held several brown paper towels in his hand; (vi) the individual approached the cashier's counter and received a white plastic bag from the cashier; and (vii) the individual exited the Sunoco convenience store, placed the three filled containers in the plastic bag, and walked away from the Sunoco Gas Station, towards Dodge Park Road, on foot.

On or about March 7, 2016, during an interview with investigators, Individual A was shown a screen-capture from the Sunoco Gas Station's video surveillance system, a still photograph of the above-described individual standing near the gas pumps on or about March 4, 2016. Individual A identified the individual in the screen-captured photograph as **BUTLER**.

On or about July 19, 2016, members of the ATF reviewed the ATF National Firearms Registration and Transfer Record ("NFRTR") and determined that there were no destructive devices registered to **BUTLER** in the NFRTR from the year 1934 to the present.

Prior to March 4, 2016, **BUTLER** had been convicted of a crime punishable by more than one year of imprisonment (and his civil rights had not been restored), which prohibited him from legally possessing destructive devices.

At the time of the incident on March 4, 2016, the Overland Garden Apartments was used in interstate or foreign commerce, and was used in an activity affecting interstate or foreign commerce, as detailed below. Humphrey Management, the entity that owns the Overland Garden Apartments, has several rental properties located in Maryland, Pennsylvania, Virginia, and West Virginia. The property in Hyattsville, Maryland utilizes a local branch of BB&T Bank (a financial institution engaging in interstate commerce) for residents to pay their monthly rent onsite at the rental office or via direct deposit from their respective financial institutions.

* * *

I have read this Attachment A and carefully reviewed every part of it with my attorney. I understand it, and I voluntarily agree to it. I do not wish to change any part of it. I am completely satisfied with the representation of my attorneys.

6/19/17

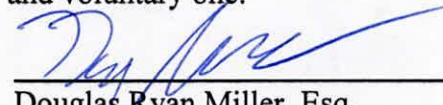
Date


Richard Butler III

We are the attorneys for Richard Butler III. We have carefully reviewed every part of this Attachment A. He advises us that he understands and accepts its terms. To our knowledge, his decision to enter into this agreement is an informed and voluntary one.

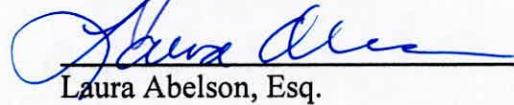
6/19/17

Date


Douglas Ryan Miller, Esq.

6/19/17

Date


Laura Abelson, Esq.